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Attorneys for Defendants
Warner Bros. Studio Enterprises Inc.,
Malpaso Productions, Ltd., Warner Bros.
Distributing Inc., Warner Bros. Home
Entertainment Inc., Warner
Communications Inc., TW UK Holdings
Inc., Robert Lorenz, Michele Weisler, and
Randy Brown

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GOLD GLOVE PRODUCTIONS, LLC, a
California Limited Liability Company and
RYAN A. BROOKS, an individual,

Plaintiffs,

v.

DON HANDFIELD, an individual, TRESSA
DIFIGLIA HANDFIELD, an individual,
RANDY BROWN, an individual, MICHELE
WEISLER, an individual, CHARLES
FERRARO, an individual, JAY COHEN, an
individual, ROBERT LORENZ, an individual,
UNITED TALENT AGENCY, INC., a
California corporation, THE GERSH
AGENCY, a California corporation,
WARNER BROS. PICTURES INC., a
Delaware corporation, MALPASO
PRODUCTIONS, LTD., a California
corporation, WARNER BROS.
DISTRIBUTING INC., a Delaware
corporation, WARNER BROS. HOME
ENTERTAINMENT INC., a Delaware
corporation, WARNER BROS. DOMESTIC
TELEVISION DISTRIBUTION INC., a
Delaware corporation, TW UK HOLDINGS
INC., a Delaware corporation, and DOES 1-
10, inclusive

Defendants.

Case No. CV13-07247-DSF (RZx)

**STIPULATION RE: PROTECTIVE
ORDER AND [PROPOSED] ORDER
THEREON**

The Hon. Dale S. Fischer

1 **WHEREAS**, plaintiffs Ryan Brooks and Gold Glove Productions, LLC, and defendants
2 Warner Bros. Studio Enterprises Inc., Malpasco Productions, Ltd., Warner Bros. Distributing Inc.,
3 Warner Bros. Home Entertainment Inc., Warner Communications Inc., TW UK Holdings Inc.,
4 Robert Lorenz, Michele Weisler, and Randy Brown (collectively, the “Warner Defendants”)
5 contemplate that certain confidential and/or proprietary information may be exchanged between
6 them or produced by third parties during the course of discovery in this litigation;

7 **WHEREAS**, the parties desire an efficient and practicable means to designate such
8 information as confidential and to retain its confidential status;

9 **IT IS HEREBY STIPULATED** between the parties, through their respective counsel of
10 record, as follows:

11 1. Any Party (defined as plaintiffs, the Warner Defendants, or any other party who
12 later appears in this action and becomes bound by the terms of this Protective Order) may
13 designate as “Confidential” any testimony, documents, records, or tangible thing—and any
14 copies, abstracts, excerpts, or analyses thereof—used, served, or produced by a Party (or by any
15 other person or entity), which the designating Party in good faith believes contains, reflects,
16 regards, or discloses any confidential financial, business, personal, or proprietary information.
17 All testimony, documents, records, or tangible things designated as “Confidential” shall be
18 referred to in this Protective Order as “Confidential Information.”

19 2. No Party may disclose or use any Confidential Information in a manner that does
20 not comply with the terms and conditions of this Protective Order.

21 3. Confidential Information shall not be used for any purpose other than the conduct
22 of this litigation. No one shall be permitted access to Confidential Information except to the
23 extent necessary to assist in the prosecution, defense, settlement, or appeal of this action. Any
24 person who receives Confidential Information pursuant to this Protective Order shall use and
25 maintain such information in a manner that protects and preserves the confidentiality of such
26 information. Notwithstanding the foregoing, any Party may use its own Confidential Information
27 for any purpose whatsoever.
28

1 4. Confidential Information shall be disclosed only to “Qualified Persons.” As used
2 herein, a Qualified Person is:

- 3 (a) Any attorney acting as counsel of record in this action, including staff and
4 supporting personnel of such attorneys (*i.e.*, paralegal, office assistants, secretaries,
5 stenographic or clerical employees or contractors, and outside copying services),
6 to whom it is necessary that the materials be disclosed for purposes of this
7 litigation;
- 8 (b) Any attorney employed by either of the Parties, including staff and supporting
9 personnel of such attorneys (*i.e.*, paralegal, office assistants, secretaries,
10 stenographic or clerical employees or contractors, and outside copying services),
11 to whom it is reasonably necessary that the materials be disclosed for purposes of
12 this litigation;
- 13 (c) Any Party and its parents, subsidiaries, and affiliates, including their present and
14 former officers, directors, partners, or employees, to the extent reasonably
15 necessary and only for the purpose of conducting or assisting in this litigation;
- 16 (d) With respect to any particular document that has been designated as Confidential
17 Information, the author or addressee of that particular document, as well as any
18 person who prepared, received, or reviewed that document prior to the date this
19 action was filed, or a corporate designee of a party;
- 20 (e) Any person who is expressly retained or sought to be retained by a Party as a
21 consultant or as a testifying expert (*i.e.*, an accountant, statistician, economist, or
22 industry or technical expert), but only to the extent necessary for that person to
23 perform his or her work on this litigation and only after compliance with
24 Paragraph 5 of this Protective Order;
- 25 (f) Any person who is designated to receive Confidential Information by order of this
26 Court or by written stipulation of the Parties; and
- 27 (g) The Court, court personnel, and any court reporters used in connection with this
28 litigation.

1 5. A Qualified Person described in Paragraphs 4(e)-(f) above shall not have access to
2 Confidential Information until he or she has certified in writing (by executing an
3 Acknowledgment in the form attached hereto as Exhibit "A") that he or she has read this
4 Protective Order and agrees to be bound by its terms and conditions. The Party disclosing
5 Confidential Information shall retain a copy of all Acknowledgments signed by any Qualified
6 Person to whom disclosure is made, and shall provide a copy of any such Acknowledgement to
7 any other Party if so ordered by the Court.

8 6. Confidential Information may be disclosed to other individuals who are not
9 Qualified Persons if, and only if, counsel for the Party that designated the information as
10 Confidential is notified prior to any such disclosure and consents in writing to that disclosure. If
11 such written consent is given, each person to whom Confidential Information is to be disclosed
12 must first sign an Acknowledgment in the form attached hereto as Exhibit "A." Counsel
13 disclosing the Confidential Information shall immediately forward copies of all
14 Acknowledgments signed by any such individuals to all counsel. In the event that counsel for the
15 Party that designated the information as Confidential does not consent in writing to the requested
16 disclosure, the Parties shall make a good faith effort to resolve the matter. If the parties are
17 unable to resolve the matter, any Party may file a duly noticed motion seeking permission from
18 the Court to make the requested disclosure. If the Court then issues an Order granting permission
19 to disclose, the Party seeking the Order may then disclose the Confidential Information.

20 7. Confidential Information may be shown to a witness in any court proceeding in
21 this matter without any objection by the party who designated it as Confidential on the basis of its
22 confidential nature so long as the party offering the document gives reasonable notice to the
23 designating party, but with the understanding that counsel who has designated the information as
24 Confidential may ask the court to clear the courtroom of nonparties, other than counsel of record
25 and their assistants and any court personnel, prior to the time the Confidential Information is to be
26 shown or discussed in open court, and may ask the Court to admonish the witness that the
27 information must be kept private and not discussed outside of court. Nothing in the foregoing
28 paragraph waives any other objection by the party who has designated such information

1 Confidential.

2 8. Parties shall designate Confidential Information as follows:

3 (a) In the case of documents, interrogatory answers, responses to requests for
4 admissions, and the information contained therein, designation shall be made by
5 labeling each page of any such document prior to production as follows:
6 “CONFIDENTIAL.” A Party furnishing documents or things to another Party
7 shall have the option to require that all or selected portions of those documents or
8 things be treated as Confidential Information during inspection, and also to
9 designate particular documents and things as containing Confidential Information
10 at the time copies are made or produced.

11 (b) In the case of Confidential Information disclosed in a non-paper medium (*e.g.*,
12 videotape, audiotape, computer disks, tangible things, recordings, photographs,
13 etc.), counsel shall affix the notation “CONFIDENTIAL” to the outside of the
14 medium or its container so as to clearly give notice of the designation. Such
15 designation is deemed to apply to the item itself and to the Confidential
16 Information contained therein. If a third party produces Discovery Material in this
17 action, each party shall have thirty (30) business days thereafter to designate any
18 such Discovery Material Confidential.

19 (c) In the case of electronic documents produced in their native format, the producing
20 party shall designate Confidential Information by including the
21 “CONFIDENTIAL” label in the file name; in the folder name, if all files in the
22 folder constitute Confidential Information; or by affixing the label on a physical
23 device or disk containing the production.

24 (d) In the case of depositions, any counsel may designate all or part of any deposition
25 transcript (including exhibits) which contains Confidential Information, as
26 Confidential Information by making a statement so designating the material on the
27 record during the course of the deposition. In making such a designation, counsel
28 shall attempt to identify and designate in good faith those portions of the transcript

1 and exhibits which contain Confidential Information, and those portions of the
2 transcript and exhibits so identified shall be separately marked and bound by the
3 court reporter and labeled as containing Confidential Information. In addition,
4 within thirty (30) days after the court reporter notifies all counsel that a completed
5 transcript is available, any counsel may designate all or part of any deposition
6 transcript (and/or exhibits) as containing Confidential Information by serving a
7 notice designating such material on all other Parties. Such notice shall specify the
8 particular portions of the transcript and any exhibits that counsel wishes to
9 designate as containing Confidential Information by listing on a separate sheet of
10 paper the numbers of the pages of the transcript and the particular exhibits
11 containing Confidential Information, so that the sheet may be affixed to the face of
12 the transcript and each copy of the transcript. If no counsel designates any portion
13 of a transcript as confidential on the record during the course of the deposition, or
14 within the thirty (30) day period after counsel receives notice that a completed
15 transcript is available, the transcript shall be considered not to contain any
16 Confidential Information. Portions of a transcript (including exhibits) designated
17 as Confidential Information may only be disclosed in accordance with the terms of
18 this Protective Order.

- 19 (e) In the event that counsel for a Party believes it is necessary during the course of a
20 deposition to show Confidential Information to a deponent who is otherwise not
21 permitted access to such Confidential Information under the terms of this
22 Protective Order, counsel may do so only if the deponent is notified of the
23 Protective Order, agrees to keep the Confidential Information confidential, and the
24 Confidential Information is placed in a sealed deposition transcript.

25 9. A Party shall not be obligated to challenge the propriety of a Confidential
26 Information designation at the time such a designation is made, and a failure to do so shall not
27 preclude a subsequent challenge to that information. In the event that any Party disagrees at any
28 stage of these proceedings with the propriety of any designation of Confidential Information, that

1 Party shall provide to the Party designating such Confidential Information written notice of its
2 disagreement and shall thereafter make a good faith effort to resolve the dispute. If the dispute
3 cannot be resolved, the Party challenging the propriety of the designation may file a duly noticed
4 motion requesting appropriate relief from the Court

5 10. In the event of disclosure of any information designated Confidential to any person
6 or entity other than a Qualified Person, the Party that made the disclosure shall, upon learning of
7 it:

- 8 a. Immediately notify the person or entity to whom the disclosure was made that he,
9 she or it has received Confidential Information subject to this Protective Order;
10 b. Immediately make all reasonable efforts to preclude further dissemination or use
11 by the person or entity to whom disclosure was made; and
12 c. Immediately notify the designating party of the identity of the person(s) or entity
13 to whom disclosure was made, the circumstances of the disclosure, and the steps
14 taken to ensure against further dissemination or use of the information.

15 11. The inadvertent or unintentional disclosure of Confidential Information without a
16 CONFIDENTIAL designation shall not be deemed a waiver, either in whole or in part of a
17 Party's claim that the specific information disclosed, any related information, any information on
18 the same or a related subject matter is confidential. Upon discovery of an inadvertent or
19 unintentional disclosure of Confidential Information, counsel for the parties should, to the extent
20 possible, cooperate to restore the confidentiality of any Confidential Information that was
21 inadvertently or unintentionally disclosed.

22 12. Inadvertent failure to designate documents or other information as Confidential
23 Information at the time of production may be remedied by supplemental written notice. If such
24 notice is given, the identified materials shall thereafter be fully subject to this Protective Order.
25 Any such inadvertently or unintentionally disclosed Confidential Information shall be designated
26 as soon as reasonably possible after the furnishing party becomes aware of the inadvertent or
27 unintentional disclosure. Counsel for the furnishing party with assistance of the receiving parties
28 shall thereafter: (a) use reasonable efforts to retrieve all such particular documents, things or

1 information and all copies thereof from any persons not authorized by this Order to receive such
2 materials; (b) mark the particular documents, things, or information, and all copies thereof, with
3 the appropriate label as set forth above; and (c) treat the document, thing, or information, all
4 copies thereof, and any notes or other documents incorporating such information in accordance
5 with the designation.

6 13. If any person permitted access to any material designated as Confidential is served
7 with a subpoena or other Court-issued demand for the production of such material, the person
8 served with the subpoena shall provide written notice by e-mail and mail service to counsel for
9 the producing or designating party or third party of the service of the subpoena or other demand,
10 including a complete and legible copy of the subpoena or other demand, as soon as practicable, so
11 that the producing or designating party or third party may take whatever action it deems
12 appropriate to preclude or limit the disclosure of any Confidential information. If the party on
13 whom a subpoena or other Court-issued demand has been served receives notice that the
14 producing or designating party or third party objects to the disclosure of Confidential Information
15 and has filed a motion seeking to preclude or limit such disclosure, no disclosure shall be made
16 unless and until an order of court resolving the motion and permitting disclosure is entered and
17 the completion of a writ review, if any, or expiration of the time within which a party or third
18 party might seek such relief.

19 14. If any party seeks to file or lodge with the Court any documents or things that
20 contain Discovery Material designated as Confidential, such Discovery Material shall be
21 submitted to the Court in accordance with the procedures for filing documents under seal. The
22 party filing an application to file documents under seal shall indicate to the Clerk of the Court that
23 all or a designated portion of the document or documents is or are subject to this Protective Order
24 and requested to be kept under seal.

25 15. In the event that any Confidential Information is used in any court proceeding in
26 connection with this litigation, it shall not lose its protected status under this Protective Order
27 through such use, and the Parties shall take all steps reasonably required to protect its
28 confidentiality during such proceedings.

1 16. This Stipulation is without prejudice to the right of any party to bring before the
2 Court the question of whether any particular information is within the scope of permissible
3 discovery or admissible and all such rights are expressly reserved.

4 17. Within sixty (60) days after the termination of litigation between the Parties
5 (including exhaustion of appeals), each Party shall either (1) return all Confidential Information
6 to the party that produced it, or (2) destroy the Confidential Information and provide to the Party
7 that produced it a statement under penalty of perjury certifying that the Confidential Information
8 has been destroyed. However, notwithstanding the foregoing, outside counsel for each Party may
9 retain one complete and unredacted set of pleadings and papers filed with the Court or served on
10 the other Parties (including documents produced by any Party) solely for reference in the event
11 of, and only in the event of, (i) further proceedings or litigation between the Parties, or (ii) a
12 dispute over the use or dissemination of Confidential Information subject to the terms of this
13 Protective Order. The copy of pleadings and papers retained by outside counsel shall be
14 maintained in a file accessible only by outside counsel bound by this Protective Order. This
15 Order shall survive the final termination of this litigation with respect to any such retained
16 Confidential Information.

17 18. The terms of this Stipulation survive the termination of the action. The parties,
18 moreover, will observe and adhere to this Stipulation starting immediately and while it is under
19 consideration by the Court. Notwithstanding whether this Stipulation becomes an order of the
20 Court, or is modified by the Court, the parties hereto agree to be bound by the terms of this
21 Stipulation.

22 19. This Protective Order may be amended by agreement of the parties and approval
23 of the Court. Any party may, on motion and for good cause shown, apply to the Court for
24 modification of this Protective Order.

25 **IT IS SO STIPULATED.**

1 DATED: November 22, 2013

O'MELVENY & MYERS LLP

2
3 By: /s/ Matthew T. Kline

4 Matthew T. Kline

ATTORNEYS FOR WARNER DEFENDANTS

5
6 DATED: November 22, 2013

THE LAW OFFICES OF GERARD FOX, INC.

7
8 By: 

Gerard Fox

**ATTORNEYS FOR PLAINTIFFS RYAN BOOKS
AND GOLD GLOVE PRODUCTIONS, LLC**

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND****BY STIPULATION AND ORDER THEREON**

The undersigned acknowledges that he/she may be provided with documents or other information covered by the Stipulation between the parties and Order thereon in the action entitled *Gold Glove Productions, LLC v. Handfield, et al.*, C.D. Cal. Case No. CV13-07247. The undersigned further acknowledges and agrees that he/she has been provided with a copy of the Stipulation and Order thereon, and that he/she will be bound by the terms of that Stipulation and Order thereon, as a condition of access to documents or other information covered by the Stipulation and Order thereon.

DATED: _____

Print Name_____
Signature

PROOF OF SERVICE

I am over the age of 18 years and not a party to this action. My business address is:
Law Offices of Gerard Fox, Inc., 1880 Century Park East, Suite 600, Los Angeles, CA
90067.

On November 22, 2013, I served the following document entitled **STIPULATION RE:
PROTECTIVE ORDER AND [PROPOSED] ORDER THEREON** on the person(s)
listed in the attached Service List. The documents were served by the following means:

<input checked="" type="checkbox"/>	OFFICE MAIL: By placing in sealed envelope(s), which I placed for collection and mailing today following ordinary business practices. I am readily familiar with this agency's practice for collections and processing of correspondence for mailing; such correspondence would be deposited with the U.S. Postal Service on the same day in the ordinary course of business.
<input type="checkbox"/>	PERSONAL DEPOSIT IN MAIL: By placing in sealed envelope(s), which I personally deposited with the U.S. Postal Service. Each such envelope was deposited with the U.S. Postal Service at Los Angeles, California, with first class postage thereon fully prepaid.
<input type="checkbox"/>	EXPRESS U.S. MAIL: Each such envelope was deposited in a facility regularly maintained at the U.S. Postal Service for receipt of Express Mail at Los Angeles, California, with Express Mail postage paid.
<input type="checkbox"/>	HAND DELIVERY: I caused to be hand delivered each such envelope to the office of the addressee as stated on the attached service list.
<input type="checkbox"/>	FEDERAL EXPRESS: By placing in sealed envelope(s) designated by Federal Express with delivery fees paid or provided for, which I deposited in a facility regularly maintained by Federal Express of delivered to a Federal Express courier, at Los Angeles, California.
<input type="checkbox"/>	ELECTRONIC MAIL: By transmitting the document by electronic mail to the electronic mail address as stated on the attached service list.
<input type="checkbox"/>	FAX: By transmitting the document by facsimile transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 22, 2013



Cindy Hamilton

Service List

Joseph P. Costa Costa Abrams & Coate LLP 1221 2nd Street Third Floor Santa Monica, California 90401	Attorney for The Gersh Agency and Jay Cohen
Bryan Joel Freedman/ Jesse Kaplan Freedman & Taitelman, LLP 1901 Avenue of the stars, Ste. 500 Los Angeles, CA 90067	Attorneys for United Talent Agency and Charles Ferraro
Matthew Kline/ Ashley Pearson O'Melveny & Myers LLP 1999 Avenue of the Stars, 7th Floor Los Angeles, California 90067	Attorneys for Warner Bros. Pictures Inc., Malpaso Productions, Ltd., Warner Bros. Distributing Inc., Warner Bros. Home Entertainment Inc., Warner Bros. Domestic Television Distribution, Inc., TW UK Holdings, Inc., Robert Lorenz, Michele Weisler, and Randy Brown
Dale Robert Dela Torre/ Colby Petersen Jacobson, Russell, Saltz, Nassim& De La Torre 10866 Wilshire Blvd Ste 1550 Los Angeles, CA 90024	Attorneys for Don Handfield and Tressa Difiglia Handfield